

1792-013  
Southampton County

Chancery Papers: Tiller vs Berryman & d

11/1792

other surnames: Fisher, Tillar,  
Edmunds

Entered  
in  
Pennsylvania

No. 1792 deposited

John Smith  
John and Co

to the with line

July 15<sup>th</sup> 1795. This day before me, Capt. Henry Hill and Capt.

To the worshipful Court of Southampton County  
in chancery sitting, humbly complaining  
sheweth unto your worships your Orator Henry  
Toller, That a certain Daniel Fisher of the  
County of Greenville & your Orator had considera-  
ble dealings, that on the 6<sup>th</sup> of July 1707. the said  
Daniel Fisher called upon your orator for a  
settlement, & your orator being unsatisfied ther  
have it accurately done, agreed with the said  
Daniel & signed with him, the account there-  
to annexed, that in case of mistake it should  
be rectified, to which paper & writing your  
orator begs leave to refer, your orator further  
sheweth that a part <sup>in</sup> of the balance that appeared  
to be due to the said Daniel, there was included  
twenty pounds which your orator agreed to  
give him on condition that he returned for  
your orator certain Slaves for which a suit  
was pending between your Orator & a certain  
Byrd Landry & which Slaves were now recover-  
ed or came to your Orator possession -  
your orator begs leave further to shew, that  
he gave the said Daniel a bond of a certain  
Charles Edwards for thirty five pounds, &  
the said Daniel hath only given your orator  
credit for £31:10. of the same, and he has  
given to the said transactions to wit, on the day  
of February 1709. your Orator at the request  
of the said Daniel gave his bond for £48:6  
or thereabouts, in which sum the said £20. as

was as the £3:10. The balance of Edmunds's  
bond are included, and altho the said Daniel  
was not ignorant of the premises he the said  
Daniel on the day of signing the  
bond to a certain John Perryman to whom you  
orator hath paid a considerable sum to wit  
the sum of £. leaving a balance  
only, that is now unpaid of the sum of £10  
or thereabouts. For which there is a Judgment  
and execution against your orator, altho  
your orator informed the said John on notice  
of the assignment, that he would not pay  
a greater part thereof, than he hath paid.  
But now so it is may it please your worship  
that notwithstanding the said unjust charges  
of £23:10 being included in the said bond  
the said J<sup>r</sup>. Perryman, altho he was apprised  
of the circumstance, insist upon having satis-  
faction made for the balance of the Perryman  
judgment, which is oppressive & contrary  
to every principle of justice, — In tender  
consideration whereof, and for as much as  
your orator is compelled in the premises by  
the Rules of Law, and only relievable in a  
Court of equity, To the effect therefore that  
the said J<sup>r</sup>. Perryman & Daniel Fisher  
(who your orator prays may be made defen-  
dants to the Bill here of Complaint) may upon  
their personal oaths, full true & perfect answer

make to all and singular the allegations in  
this bill contained, and that as fully & sufficiently  
as if the same were again therein repeated and  
interrogated, but more especially, that the J<sup>r</sup>.  
Daniel do forth and discover, whether there  
was not such agreement made for the recovery  
of negroes, did the negroes ever come to the  
possession of your orator — was not that £20  
so conditioned included in your J<sup>r</sup>. orator bond,  
did not your orator furnish to the J<sup>r</sup>. Daniel  
a bond of Charles Edmunds, for £35. or there  
abouts was the J<sup>r</sup>. bond for, did the J<sup>r</sup>. Daniel  
in his testimony give your orator credit  
for more than £31:10. or how much was credited  
thereof, how much was your orator's bond,  
for, and was it not assigned to the defen-  
— dant John — and that the said John  
do forth & discover, whether upon notice of the  
assignment aforesaid made your orator  
did not inform him that he would not  
pay it both in part, how much hath your  
orator paid, what remains due, is  
there not Judgment, and execution directed  
for the balance — and that Mr. Topple come  
with injoin the said Perryman & all others  
concerned from further proceedings at law  
until this matter is heard in equity, and  
then perpetuate the same, or make such order  
or decree for your orator relief, as appears  
equitable. May it please your worship for Com.

Berryman  
ads }  
Fisher } Answer

The answer of John Berryman one of the  
defendants to the bill of complaint exhibited  
against him & Daniel Fisher by Henry  
Till we Complainant.

This defendant now and at all times  
hereafter having and reserving to himself  
all benefit of exception to the manifold  
imperfections, errors, and untruths in the said  
complainant's bill contained for answer unto  
or to so much thereof as he is advised is material  
for him to make answer unto, he the said  
John answereth and saith, that he is a stranger  
to the several transactions to which the account  
in the bill mentioned refers subsisting between  
the complainant & the other defendant except  
that this defendant was indebted to the complainant  
upwards of fifty pounds and being sorely  
pressed by the complainant for the discharge of  
the said debt and not being able to comply with  
the complainant's demands owing to his barn  
having taken fire being full of Tobacco & wheat  
& the whole totally destroyed, that in consequence  
of the complainant's very great importunity having  
instituted a suit for the recovery of the third &  
fourth years rents being the balance due from this  
defendant to the complainant the defendant  
happening to hear that the said complainant was  
indebted to the other defendant a sum nearly  
equivalent to the complainant's demand applied  
himself to the other defendant for the loan of a sum  
or would exonerate from his difficulties, whereupon  
the said defendant desired this defendant to

inform the said complainant that he should  
have credit on his bond for such a sum as  
he should please to the credit of this defendant  
which the complainant refused to do which  
conduct of the said complainant induced the  
other defendant to put the said bond in the  
possession of this defendant <sup>whereupon the</sup> ~~which induced the~~  
complainant to ~~put to release the~~ <sup>have</sup> ~~credit of~~ <sup>defendant</sup>  
thirty two pounds & 4<sup>s</sup> & that he hath heard the  
said complainant say that he was indebted to  
the other defendant twenty pounds for sundry services  
rendered the said complainant as his attorney and  
does he ever remember to have heard the complainant  
ever complain or make any dispute within the  
other defendant has papered his bond away without  
that <sup>John Berryman</sup>  
Granville etc

Sworn to before me a magistrate  
for the above county this 10<sup>th</sup> day of July  
1792  
John Fisher

Fisher  
and  
Gillan  
Bossmen } Answer

Filed March 1792



The answer of Daniel Fisher defendant to the Bill of complaint exhibit  
against him by Henry Tiller complainant

This defendant now and at all times hereafter saving and reserving  
to himself all advantage of exception to the manifold imperfections and worthlesse  
in the said Bill contained for answer unto or to so much as he is advised is  
material for him to make answer unto he the said Defendant answers with  
and faith That about the time mentioned in the complainants Bill He and the  
Defendant had a settlement of their accounts which he acknowledges was as  
appears by the account annexed to the said bill of complaint The defendant  
acknowledges he received of the Complainant a Bond for the sum of thirty five pounds  
which the said Henry Tiller voluntarily ~~offered~~ without any demand of the  
defendant to discount out of the same 10<sup>l</sup> 6<sup>s</sup> 4<sup>d</sup> provided the defendant  
would take the said Bond in Payment The reason of which offer this  
defendant is convinced proceeded from the complainants having made  
several promises of cash payments to reimburse the defendant in part  
a large sum paid by him to Mr. Throver on which Execution issued and  
also divers other sums paid by the defendant for the complainant parti-  
cularly near thirty or forty pounds to Mess<sup>rs</sup>. Duncanson & Turnbull & other  
sums to different people which several sums the complainant had so  
frequently promised this defend<sup>t</sup> that he could not meet the de<sup>bt</sup> without  
blushing at the <sup>thought of the</sup> several disappointments occasioned ~~thereby~~ by the com-  
plainant and this and only this the defendant thinks was the reason of  
his offering the discount of 10<sup>l</sup> 6<sup>s</sup> 4<sup>d</sup> The truth of this further appears by the  
like discount being allowed out of James Clifton's Bond as appears  
in the act. referred to by the Complainant That as to the sum of

Twenty pounds in the Bill mentioned This defendant acknowledges that when the complainant employed him in the suit of Chancery agt Lundy's Executors he promised him the sum of twenty pounds but the suit was not brought for the recovery of Slaves but to obtain a settlement of the act Court on the effect of which the promise was made and to the best of this Defendants remembrance when the business was nearly accomplished the complainant gave this Defent his bond for the sum of twenty pounds but this defendant denies that it was for a fee in that suit only it being as a full satisfaction for this Defendants trouble in attending at divers places on the settlement one time in particular the Defendant recollects his riding down to Col.<sup>o</sup> Halls on the business and where no one met except Halls which retarded the finishing it This defendant further saith that he hath at all times and seasons served the complainant by his advice and other services from time to time applied for & thinks the sum of twenty pounds a very mean satisfaction for the services rendered the complainant That the offer was purely made by the complainant not exacted from him but his real sentiments expressed at the time of the settlement without any demand of the defendant ~~to that~~

This defendant further saith that he hath no reason to suppose either of the above articles would have been disputed had not he lent the debt to a certain John Benjamin in order to extricate him from a most cruel execution then being on the effect of the said Benjamin to the great distress of his wife & family of small children & <sup>what the 1<sup>st</sup> Bill is</sup> had refused to discount any part of it with the defendt. it being as this debt believe obtained for Rent but declared that he would sue the said Benjamin if he could

D. Fisher

Greenville for

Feb. 6<sup>th</sup> 1792. Sworn to before me John Goodwyn

For not answering a bill of injunction  
exhibited against him by Henry Tiller  
By rule of court. J. D. Hauffmann Esq

Tiller

vs

Bennyman

Attor for  
comple

to March 1792

No Indictment of this

country & his  
Highway Esq

The commonwealth of Virginia to the sheriff of Southampton  
county greeting: We command you that you attach John Berryman  
and Daniel Fisher so that you have his body before our justices of our  
court of Southampton on the second thursday in March next to  
answer us as well of a certain contempt by the said John Berryman  
to us offered as it is said as upon those things which to him then  
and there shall be objected, and further to do and receive what  
our said court shall in this part consider. And have then there  
this writ. Witness Sam: Kells clerk of our said court at the court  
house the 18<sup>th</sup> day of November 1791 in the 16<sup>th</sup> year of the common<sup>th</sup>

Jn<sup>r</sup>. D. Hauffmann D.C.

*Ann Tiller*

*Ent. 2*

*38*  
*35*  
*3.10*

D. Mr. Henry Tiller in acc. with Daniel Tucker

6<sup>m</sup>

To balance of Acc. ----- 73. 1. 0  
 ✓ To Duncan & Turnbull ----- 10. 10. 0  
 ✓ To Throner 2<sup>d</sup> paymt. ----- 10. 16. 7  
 ✓ To your Note to me for ----- 20. 0. 0  
 ✓ To fee on W<sup>m</sup>. Little 7/6 Lundy's Est. on W<sup>m</sup>. Cloud 15/ ----- 1. 2. 6  
 ✓ To fee on Reece 15/ on J<sup>n</sup> Cloud 15/ ----- 1. 10. 0  
 ✓ To fee on Oliver 15/ on J<sup>n</sup> Scott's acct 7/6 ----- 1. 2. 6  
 ✓ To fee on P. Lundy's debt 10/4 ----- 15. 0  
 ✓ To fee on D. Hines' Motion ----- 15. 0  
 ✓ To fee on Cordale Dupree ----- 15. 0  
 ✓ To fee on Hines' acct 7/6 on Dupree & 15/ ----- 1. 2. 6  
 ✓ To fee on Hines & Thompson 10/ ----- 15. 0  
 ✓ To fee on ad. Sledge 15/ on ad. J<sup>n</sup> Sinclair 15/ ----- 1. 10. 0  
 ✓ To fee on St. Davis 7/6 on J<sup>n</sup> Fisher 10/4 ----- 1. 5. 6  
 ✓ To fee on ad. Babi 10/ ----- 15. 0

To Francis Dancy -----  
 ✓ To Sheriff of Brunswick ----- 2. 11. 3  
 ✓ To Ck. Greenway 490 (on 12/6) ----- 3. 1. 3  
 ✓ To Sheriff of D<sup>o</sup> ----- 17. 9  
 ✓ To Tho<sup>s</sup> Mowbray ----- 2. 0. 0  
 ✓ To fee on repty on Oliver ----- 15. 0  
 To Throner ----- committed ----- 134. 3. 10  
 To Isaac Dancy ----- 4. 0  
 To fee on ad. Clifton 10/ on ad. Hines 10/4

By Jud<sup>t</sup>. Lundy's Est. on Peoples ----- 80. 1. 4  
 ✓ ind from 7<sup>th</sup> July 1781 to 85 ----- 16. 0. 0  
 ✓ By Jud<sup>t</sup>. on D<sup>o</sup> ----- 5. 15. 6  
 ✓ ind from 1<sup>st</sup> March 1781 to 85 ----- 1. 3. 0  
 ✓ By James Lundy's Est. for so much }  
 credited me on Peoples Debt ----- } 33. 9. 6  
 ✓ By your Est. on Oliver ----- 7. 0. 4  
 ✓ By fee Greenway on your 15/ on per on Rev 30/ ----- 2. 5. 0  
 ✓ By fee on Scott's ch<sup>o</sup> to J<sup>n</sup> Clifton ----- 7. 6  
 ✓ By fee on Cordale Dupree } ch<sup>o</sup> D<sup>o</sup> ----- } 15. 0  
 ✓ By D<sup>o</sup> on D<sup>o</sup> repty. ----- } 15. 0  
 ✓ By D<sup>o</sup> on Sinclair ----- 15. 0  
 ✓ By your Blacksmiths acc. & ----- 8. 4. 3

158. 19. 8

Jan<sup>y</sup>. 29<sup>th</sup> 1786 Errors Except.

*Mr. John Fuller*  
*Compared with Ledger*  
*87*

To Am<sup>o</sup> from old acc. 135. 7. 10  
 To Tra Doney . . . . . 12. 1. 7  
 To fee in J<sup>o</sup> River . . . . . 18. 0. 0  
 ' ad<sup>r</sup> Sledge . . . . . 7. 6. 0  
 To fee Ch Morin Rec<sup>d</sup> . . . . . 15. 0. 0  
 To Duncan & T<sup>r</sup> full 35. 5. 0  
 To Throver for about 52. 0. 0  
 To Tho<sup>r</sup> Turner . . . . . 2. 7. 6.  
 ins Oct. 1776 . . . . . 12. . . .  
 To fee in Edmunds . . . . . 15. . . .  
240. 9. 5

By Am<sup>o</sup> from D<sup>o</sup> . . . . . 156. 19. 5  
 By Edmunds & E<sup>o</sup> ins of J<sup>o</sup> R<sup>o</sup>. 8. 19. 0  
 By Ch Edmunds Bond . . . . . 31. 10. 0  
 By a further acc. . . . . 6. 17. 10  
204. 6. 32  
 Bal . . . . . 36. 3. 12  
240. 9. 5

By James & Ben Clifton  
 when collected . . . . . }

To Contra balance £36. 3. 12

Feb J. 6<sup>th</sup> 1787 The above acc. settled & vouchers delivered and  
 in case of mistake both parties agree to rectify it

D. Fisher  
 Henry Lucas

To the above bal brot down 36. 3. 12  
 To Sh<sup>r</sup> Munn with 2<sup>d</sup> paymt. 2. 14. 3  
 To fee in Bap. A<sup>o</sup>? . . . . . 15. 0  
39. 12. 45  
 Int. from Feb 6<sup>th</sup> . . . . .  
 To Sunday fee . . . . . 5. 2. 0  
 To Maj Wale . . . . . 2. 18. 2  
46. 12. 6 1/2

By Jas Clifton Bond  
 Bond Dennis 15<sup>th</sup> Dec. } 9. 1. 0  
 Balance . . . . . 37. 11. 6 1/2  
£46. 12. 6 1/2

To Contra balance . . . . . 37. 11. 6 1/2  
 Int from Feb 6<sup>th</sup> 1787 to 89. 3. 15. 0  
41. 6. 6 1/2  
 3 B<sup>o</sup> Com to Mr. Teller . . . . . 12. . . .  
41. 18. 6.

May Wale says that I promised to pay  
 for Mr. Teller 1. 2. 3 & 2. 7. 9 Cent.  
 June 1784 15. 11  
2. 18. 2

50. 19. 6 1/2  
 9. 1  
41. 18. 6 1/2



Tillam <sup>Inf</sup>  
to <sup>Gen</sup>  
Berryman } bonds

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Know all men by these presents that we Henry Tillam & Josiah Warrell are held and firmly bound unto William Berryman Esq. of the County of Southampton in the sum of Twenty seven pounds

current money of Virginia to the which payment well and truly to be made unto the said John Berryman and his heirs and assigns we bind ourselves our heirs, Exors and administrators jointly and severally firmly by these presents. Sealed with our seals and dated this 12<sup>th</sup> day of August 1791

The condition of this obligation is such that whereas the said ~~Henry Tillam~~ Berryman aforesaid hath obtained a judgment at common law against the said Henry Tillam in the county court of Southampton for £11. 14s. 6d. ~~sent from Dec. 1789~~ and costs and the said Tillam hath obtained an Injunction to stay the execution of the said judgment untill the <sup>hearing the</sup> matter in equity upon a Bill for that purpose filed. If therefore the said Tillam shall satisfy and pay the said judgment at common law and all costs and damages that shall be awarded to the said J<sup>r</sup>. Berryman in case the said Injunction shall be dissolved then the above obligation to be void or else to remain in full force & virtue

Scaled and delivered in the presence of

The Court

*(Signature)*

Henry Tillam

Seal

Josiah J. Warrell

Seal